

CITY OF KINGMAN, ARIZONA

RESOLUTION NO. 1649

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; APPROVING AN ASSIGNMENT OF THE LEASE AGREEMENT FROM THE MOHAVE COUNTY AIRPORT AUTHORITY, INC. TO THE KINGMAN AIRPORT AUTHORITY, INC.; AND ACKNOWLEDGING THE KINGMAN AIRPORT AUTHORITY, INC. AS THE CITY'S ADMINISTRATIVE AGENT FOR THE KINGMAN AIRPORT AND INDUSTRIAL PARK.

WHEREAS, Mohave County and the Mohave County Airport Authority, Inc, entered into a Lease Agreement dated May 21, 1979, whereby Mohave County leased the Kingman Airport to The Mohave County Airport Authority, Inc.; and

WHEREAS, Mohave County transferred and conveyed its ownership interest in the Kingman Airport to the City of Kingman on December 19, 1988; and

WHEREAS, under Arizona Revised Statutes §2-301, et seq., the City of Kingman is authorized to enter into agreements with a nonprofit corporation for airport or air terminal purposes and for the operation and maintenance of airports, air terminals and uses incidental thereto; and

WHEREAS, the City of Kingman and the Mohave County Airport Authority, Inc entered into a Third Amendment and Restatement of Lease Agreement for the real property known as the Kingman Airport on January 20, 1992; and

WHEREAS, the Kingman Airport Authority, Inc. was recently formed as a nonprofit corporation; and

WHEREAS, the Mohave County Airport Authority, Inc. and the Kingman Airport Authority, Inc. plan to enter into an agreement, to be effective July 1, 1992, which will assign and transfer all of Mohave County Airport Authority, Inc.'s rights, titles, interests, and liabilities to the Kingman Airport Authority, Inc., including the Third Amendment and Restatement of Lease Agreement dated January 20, 1992, between the City of Kingman and the Mohave County Airport Authority, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Kingman, Arizona, hereby approve the Lease Assignment Agreement, attached hereto as Exhibit A, from the Mohave County Airport Authority, Inc. to the Kingman Airport Authority, Inc.;

AND BE IT FURTHER RESOLVED, that the Mayor and Common Council of the City of Kingman, Arizona, acknowledges that after the effective date of the above Lease Assignment Agreement the Kingman Airport Authority, Inc. is the City of Kingman's administrative agent for the Kingman Airport and Industrial Park;

AND BE IT FURTHER RESOLVED, that the Mayor and Common Council of the City of Kingman, Arizona, acknowledges that the lease assignment agreement in no way diminishes the responsibility of the City of Kingman for the ownership, maintenance and compliance with the Grant Agreement Assurances, Surplus Property Deed Restrictions and other Contractual Obligations between the City of Kingman and the United State Government.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, this 1st day of June, 1992.

APPROVED:

ATTEST:

Charlene Ware
Charlene Ware, City Clerk

Carol S. Anderson
Carol S. Anderson, Mayor

ASSIGNMENT AGREEMENT

EXHIBIT A

THIS ASSIGNMENT AGREEMENT is made this _____ day of June, 1992, by and between MOHAVE COUNTY AIRPORT AUTHORITY, INC., an Arizona nonprofit corporation, (hereinafter referred to as "ASSIGNOR") and KINGMAN AIRPORT AUTHORITY, INC., an Arizona nonprofit corporation, (hereinafter referred to as "ASSIGNEE").

WHEREAS, the COUNTY OF MOHAVE and ASSIGNOR entered into a Lease Agreement dated May 21, 1979, whereby the COUNTY OF MOHAVE leased to ASSIGNOR the Kingman Airport; and

WHEREAS, the COUNTY OF MOHAVE and ASSIGNOR entered into Addenda of the above-referenced Lease Agreement on July 2, 1979, and November 3, 1986; and

WHEREAS, the COUNTY OF MOHAVE transferred and conveyed its ownership interest in that certain real property known as the Kingman Airport to the CITY OF KINGMAN on or about December 19, 1988; and

WHEREAS, the CITY OF KINGMAN and ASSIGNOR entered into a Third Amendment and Restatement of Lease Agreement for the real property known as the Kingman Airport on or about January 20, 1992; and

WHEREAS, the lease of the Kingman Airport from the CITY OF KINGMAN to ASSIGNOR has been entered into pursuant to the provisions of Arizona Revised Statutes §2-301, et seq.; and

WHEREAS, ASSIGNOR has leased the Kingman Airport in order to foster its improvement, development, operation and maintenance; and

WHEREAS, under the provisions of A.R.S. §2-301, et seq., the CITY OF KINGMAN is authorized to enter into agreements with a

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nonprofit corporation for airport or air terminal purposes and for the operation and maintenance of airports, air terminals and uses incidental thereto; and

WHEREAS, ASSIGNOR was formed as a nonprofit corporation under A.R.S. §10-451, et seq., and A.R.S. §2-311, et seq., for the purpose of engaging in the promotion, establishment, development and maintenance of airports and adjacent property for the benefit of air transportation and commercial and industrial activities, for the general public benefit; and

WHEREAS, ASSIGNEE was formed as a nonprofit corporation under A.R.S. §10-451, et seq., and A.R.S. §2-311, et seq., for the purpose of engaging in the promotion, establishment, development and maintenance of airports and adjacent property for the benefit of air transportation and commercial and industrial activities, for the general public benefit; and

WHEREAS, ASSIGNOR and ASSIGNEE believe that it would be in the best public interest for ASSIGNOR to assign all of its right, title and interest, subject to all related obligations, in and to the Kingman Airport, to ASSIGNEE;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. ASSIGNMENT AND ACCEPTANCE. ASSIGNOR hereby assigns, transfers and delivers to ASSIGNEE, and ASSIGNEE hereby accepts such assignment, all of ASSIGNOR's right, title and interest, subject to all related liabilities, in and to the Kingman Airport. The assets and liabilities assigned hereunder are more fully described by Paragraphs 2 and 3 hereinbelow.

2. ASSETS BEING TRANSFERRED. The assets being transferred from ASSIGNOR to ASSIGNEE are all of the assets related to the Kingman Airport, including, but not limited to, the following:

A. Lease. ASSIGNOR's right, title and interest as Lessee of that Third Amendment and Restatement of Lease Agreement dated January 20, 1992, by and between the CITY OF KINGMAN, as Lessor, and ASSIGNOR, as Lessee.

B. Capital Improvement Assets. All of ASSIGNOR's capital improvement assets located at the Kingman Airport. Such capital improvement assets are more fully described by Exhibit A, attached hereto and by reference made a part hereof.

C. Equipment, Personal Property and Vehicles. All of ASSIGNOR's equipment, personal property and motor vehicles located at the Kingman Airport. Such equipment, personal property and motor vehicles are more fully described by Exhibit B, attached hereto and by reference made a part hereof.

D. Bank Accounts. All of ASSIGNOR's checking and savings accounts, including all funds deposited therein, related to the Kingman Airport. Such checking and savings accounts are more fully described by Exhibit C, attached hereto and by reference made a part hereof.

E. Accounts Receivables. All of ASSIGNOR's accounts receivables relating to the Kingman Airport. Such accounts receivables are more fully described by Exhibit D, attached hereto and by reference made a part hereof.

F. Subleases. All of ASSIGNOR's subleases related to the Kingman Airport. Such subleases are more fully described by Exhibit E, attached hereto and by reference made a part hereof.

G. Books and Records. All of ASSIGNOR's books, documents and records related to the Kingman Airport. Such books, documents and records are more fully described by Exhibit F, attached hereto and by reference made a part hereof.

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H. Grants. All of ASSIGNOR's government grants and endowments related to the Kingman Airport. Such government grants and endowments are more fully described by Exhibit G, attached hereto and by reference made a part hereof.

I. Insurance. All of ASSIGNOR's rights and benefits as a loss payee or named insured under any and all insurance policies on any of the assets and/or operations which are the subject of this Assignment Agreement. Such insurance policies are more fully described by Exhibit H, attached hereto and by reference made a part hereof.

J. Contracts. All of ASSIGNOR's rights and benefits as a party to the contracts for services and supplies related to the Kingman Airport. Such contracts are more fully described by Exhibit I, attached hereto and by reference made a part hereof.

K. Employment Contracts. All of ASSIGNOR's rights and benefits as a party to all employment contracts, whether written or oral, for employees of the corporation employed at the Kingman Airport. Such employment contracts are more fully described by Exhibit J, attached hereto and by reference made a part hereof.

3. LIABILITIES BEING TRANSFERRED. The liabilities being transferred from ASSIGNOR to ASSIGNEE are all liabilities related to the Kingman Airport, including, but not limited to, the following:

A. Lease. ASSIGNOR's obligations as Lessee of that Third Amendment and Restatement of Lease Agreement dated January 20, 1992, by and between the CITY OF KINGMAN, as Lessor, and ASSIGNOR, as Lessee.

B. Accounts Payables. All of ASSIGNOR's accounts payables relating to the Kingman Airport, including, but not limited to, all utilities, taxes, wages and payments due to vendors for services and equipment. Such accounts payables are more fully described by Exhibit K, attached hereto and by reference made a part

hereof.

C. F.A.A. Release Obligation. ASSIGNOR's obligations to follow the terms of the release obligations whereby the United States Government released certain parcels of real property located at the Kingman Airport. Such release obligations are more fully described by Exhibit L, attached hereto and by reference made a part hereof.

D. Grants. All of ASSIGNOR's obligations to uphold the terms of certain grants related to the Kingman Airport. Such grants are more fully described by Exhibit M, attached hereto and by reference made a part hereof.

E. Claims. All claims, whether known or unknown, which may be made against ASSIGNOR related to the Kingman Airport. Such claims, if known, are more fully described by Exhibit N, attached hereto and by reference made a part hereof.

4. ASSIGNEE'S WARRANTY. ASSIGNEE hereby expressly warrants and covenants that it shall adhere to all terms and conditions of the Third Amendment and Restatement of Lease Agreement entered into between the City of Kingman, as Lessor, and ASSIGNOR, as Lessee. ASSIGNEE further warrants and covenants that it shall comply with all terms and conditions arising out of the Releases by the United States Government, and contracts related thereto, as more fully described by Exhibit L, attached hereto and by reference made a part hereof.

5. ADDITIONAL DOCUMENTS. ASSIGNOR and ASSIGNEE hereby specifically agree to execute any additional documents which may be necessary from time to time to carry out the purposes of this Assignment Agreement. Such documents shall include, but not be limited to, all documents necessary to convey from ASSIGNOR to ASSIGNEE any assets and/or liabilities related to the Kingman Airport that have not been assigned by this Assignment Agreement.

6. CONDITIONS PRECEDENT. This Assignment Agreement shall be effective only upon the approvals from the Federal Aviation Administration, Arizona Department of Transportation and the City of Kingman.

7. EFFECTIVE DATE. This Assignment Agreement shall be effective on July 1, 1992, or upon the receipt of the approvals set forth in Paragraph 6, whichever date is later.

8. APPLICABLE LAW. This Lease is being executed and is intended to be performed in the State of Arizona, and shall be enforced and construed according to the laws of that state.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR: MOHAVE COUNTY AIRPORT AUTHORITY, INC.,
an Arizona nonprofit corporation

By _____
Name _____
Title _____

ASSIGNEE: KINGMAN AIRPORT AUTHORITY, INC.,
an Arizona nonprofit corporation

By _____
Name _____
Title _____